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ATTORNEY FOR DEBTOR,
EDDIE & FLORA BATOON

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE

IN RE
EDDIE PASCUA BATOON, and
FLORA LLANES BATOON,
Debtors.

CASE NO. 23-50592
Chapter 11

EDDIE PASCUA BATOON, and
FLORA LLANES BATOON,
Plaintiffs,

Adversary No. 23-05022

PLAINTIFF'S STATUS
CONFERENCE STATEMENT

vs.

JULIA DURWARD, as an individual and
Member of Ginger Mountain Lodge LLC,
and DOES 1 TO 10,

Date: November 30, 2023
Time: 1:30 pm
Dept: 9 videoconference
Judge: Hon. Stephen L. Johnson

Defendants.

Plaintiffs EDDIE PASCUA BATOON and FLORA LLANES BATOON hereby make
their Status Conference Statement.

1. The factors leading to this adversary proceeding revolve around the sale of the
Sky Lake Lodge motel in South Lake Tahoe, California. Debtors bought this motel in 2013 for
\$667,000 through the realtor Julia Durward, who arranged private financing of \$575,000 and the
balance was paid by exchange funds from sale of their property in Hawaii. Durward annotated
herself into the deal to receive one-half of the ownership, as a secret partner for no visible

1 reason, then had Batoon put title of the motel into her company Ginger Mountain Lodge LLC in
2 2015 where Batoon and Durward were co-owners/managers.

3 2. Durward operated the motel, taking all the rents, until 2018, when she walked
4 away with substantial bills like property taxes unpaid, then Batoon operated it.

5 3. Batoon listed the motel for sale, and went into escrow with a buyer Jacob
6 deGolish in October 2021 with a sale price of \$1,850,000 after adjustment for buyer's inspection.
7 Escrow agent Placer Title Company refused to close the sale without the consent of Durward,
8 who was demanding to receive one-half the sale proceeds, that Batoon refused to agree with.

9 4. This adversary action seeks to bring ownership of the motel property back to
10 Batoon alone so that it can be sold without any interference by Durward, plus damages caused by
11 Durward refusing to comply with sale of the motel to deGolish at a price probably better than
12 can now be obtained.

13 5. Debtor's objective is to complete sale of the motel which will pay off the
14 mortgage against it and give them the funds to pay off all of their debts.

15 6. Debtors also have insurance on the motel property presently titled to Ginger
16 Mountain Lodge LLC. The utilities have been disconnected because it is vacant, and the City of
17 South Lake Tahoe is making demands before it can be re-opened for renters.

18 7. Debtors motion has been granted to employ Robert Huckaby as their attorney to
19 deal with the adversary proceedings.

20 8. Durward has filed a large claim in the Chapter 11 against Batoon, to which
21 Batoon has filed an Objection. Settlement discussions are ongoing in both these matters.

22 Dated: November 22, 2023

23 /s/ Eddie Pascua Batoon

24 _____
Eddie Pascua Batoon

25 /s/ Flora Llanes Batoon

26 _____
Flora Llanes Batoon

CERTIFICATE OF SERVICE

I, the undersigned, whose address is 3330 Lake Tahoe Blvd. #10, South Lake Tahoe, CA 96150, certify that I am, and at all times hereinafter mentioned was, more than 18 years of age and not a party to the within action, and that I served the within document on this date, by placing a true copy thereof, in a sealed envelope, in the U.S. Mail, first class postage prepaid, addressed as follows:

William J. Healy
748 Holbrook P.
Sunnyvale, CA 94087

I certify under penalty of perjury that the foregoing is true and correct.

Dated: November 22, 2023

/s/ Robert P. Huckaby

Robert P. Huckaby